

LARRY HUSHOUR
Mayor

JASON M. POIRIER
Council President



Council Members
PAMELA M. REED
Secretary

KARL L. MUNDER
LYNNE P. GALLETTI
STEPHEN L. DOMOTOR

October 3, 2022

Allegiance Surety Associates, Inc.
Attn: Arthur H. Jones, Attorney-in-Fact
7901 Sandy Spring Rd #515
Laurel, MD 20707

Re: Project: Woodlands Development Corporation
Public Works Agreement: Woodlands at Nottingham (Phase III), Lots 73-86, 116-125, 130-185, and Parcel H
Performance Bond Number: 585984S

Dear Mr. Jones,

The Town of Mount Airy is hereby releasing the remaining sum of \$306,075.40 from the above-referenced account since all requirements have been met by Town standards for the Woodlands at Nottingham (Phase III), Lots 73-86, 116-125, 130-185, and Parcel H project. The Performance Bond is being returned and all monies can be released.

For questions or clarification contact the Planning & Zoning Review Coordinator, Debra Clinton at 301-829-1424.

Please adjust your records accordingly.

Very truly yours,

Larry Hushour
Mayor

Enclosure: Original Performance Bond Number 585984S

c: Woodlands Development Corporation
Attn: Pamela A. Walter, Controller
112 S. Main Street
Mount Airy, MD 21771

File

October 3, 2022

On March 29, 2021, the Amendment to the Public Works Agreement – Phases One, Two and Three, The Woodlands at Nottingham by and between the Town of Mount Airy and Woodlands Development Corporation was recorded at Libor 10214, Folia 130 etc.

On June 30, 2016, Woodlands Development Corporation requested a final release of the performance bond # 585984s, and provided a Completion Certificate for the BOARDWALK FOR "HOMEOWNERS ASSOCIATION OF NOTTINGHAM"

Woodland Development Corporation completed all development and public improvements of the property described within the public works agreement. The Town Engineer, Barney Quinn, approved and provided bond releases in the amount of \$306,075.40.

Thank you,

A handwritten signature in cursive script, appearing to read "Debra Clinton".

Debra Clinton

Planning & Zoning Review Coordinator

**Fields of Nottingham - Woodlands at Nottingham - Phase III, Lots 73-86, 116-125, 130-185, and Parcel H
(Reduction Request Dated October 3, 2022)
(Public Works Agreement (December 6, 2007) Amendment To Public Works Agreement, March 29, 2021
Contract Amounts for Periodic Reductions in Performance Bond**

Work Description	Release Authorized by Town	Approved Reductions To Date	Balance on Hand	Release Requested	Release Recommended
Roads	\$ 355,000.00	\$ 355,000.00	\$ -		
Storm Drainage	\$ 319,744.00	\$ 319,744.00	\$ -		
SWM*	\$ 130,000.00	\$ 130,000.00	\$ -		
Sediment Control**	\$ 110,000.00	\$ 110,000.00	\$ -		
Grading***	\$ 563,000.00	\$ 463,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
Water	\$ 247,610.00	\$ 247,610.00	\$ -		
Sewer	\$ 303,900.00	\$ 303,900.00	\$ -		
Landscaping***	\$ 31,500.00	\$ 31,500.00	\$ -		
Totals	\$ 2,060,754.00	\$ 1,960,754.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
10%	\$ 206,075.40		\$ 206,075.40	\$ 206,075.40	\$ 206,075.40
Total Amount Bonded	\$ 2,266,829.40	\$ 1,960,754.00	\$ 306,075.40	\$ 306,075.40	\$ 306,075.40

OK. *Blair*

* Approval of Carroll County Stormwater Management Office required prior to release
 ** Approval of Carroll County Office of Grading and Sed. Control required prior to release
 *** Approval of Town Planner required prior to release
 **** Pursuant to Town Council - \$100,000.00 of bonding will be held. Refer to January 7, 2008 Town Council Meeting Minutes

REDUCTION SUMMARY

Date Approved	Amount
1/10/2007	\$ 1,389,254.00
1/9/2008	\$ 177,500.00
7/9/2010	\$ 3,150.00
3/2/2015	\$ 390,850.00

Balance on Hand \$306,075.40
 10/3/2022 Final Release \$306,075.40
 Balance on Hand 0

WOODLANDS DEVELOPMENT CORPORATION
112 S. MAIN STREET
MOUNT AIRY, MARYLAND 21771
410-442-2211

June 30, 2016

Ms. Debra Clinton
The Town of Mount Airy
P.O. Box 50
Mt. Airy, MD 21771-0050

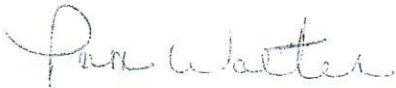
Re: PWA – Woodlands at Nottingham (Phase III), Lots 73-86, 116-125, 130-185
and Parcel H
Performance Bond #585984S

Dear Debra,

I hereby request a final release of the above-captioned Performance Bond by the Town of Mount Airy. The pathway and boardwalk have been completed. Please see the attached Certificate of Completion.

Thank you for your attention to this matter.

Sincerely,



Pamela A. Walter
Controller

Enclosure

CC: Catherine Warren, Allegiance Surety Assoc., Inc.
John Breeding, Town of Mount Airy, Director of Planning, Zoning Administrator
Barney Quinn, Town of Mount Airy, Town Engineer

PERMIT # MC-21-2556

COMPLETION CERTIFICATE

This shall certify the work described herein has been completed and inspected pursuant to the provisions of the Code of Public Laws and Ordinances of Carroll County, Maryland.

<u>MARION WAY</u>		<u>13-1 Mt. Airy (Town)</u>	<u>038104</u>
Property Address		Election District	Account No.
<u>PAR I</u>	<u>0075</u>	<u>0012</u>	<u>0325</u>
Lot	Section	Tax Map	Block
<u>FIELDS OF NOTTINGHAM</u>		<u>0012</u>	<u>0325</u>
Subdivision		Site Plan No.	Parcel
			Zoning District

Approved structure per building permit description:

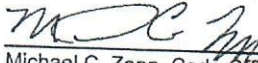
BOARDWALK FOR "HOMEOWNERS ASSOCIATION OF NOTTINGHAM"

Owner: **Stephens Property LLC**
112 S Main St
Mount Airy, MD 21771-0000

Contractor: **David Lawrence - Baltimore Pile Driving & Marine Construction**
2709 Whiteford Rd
Whiteford, MD 21160

Other Conditions:

FINAL APPROVAL DATE: **07/20/2022**

By: 
Michael C. Zepp, Code Official

THE TOWN OF MOUNT AIRY

AMENDMENT TO PUBLIC WORKS AGREEMENTS

PHASES ONE, TWO AND THREE, THE WOODLANDS AT NOTTINGHAM

Recorded at Liber 2783, Folio 512, *etc.* (Phase One)

Recorded at Liber 3381, Folio 484, *etc.* (Phase Two)

Recorded at Liber 4795, Folio 596, *etc.* (Phase Three)

THIS AMENDMENT TO PUBLIC WORKS AGREEMENTS (hereinafter, "Amendment"), made this 29th day of March, 2021, by and between the TOWN OF MOUNT AIRY, a municipal corporation of the State of Maryland, party of the first part (hereafter "the Town") and WOODLANDS DEVELOPMENT CORPORATION, a corporation organized under the laws of the State of Maryland, party of the second part (hereafter referred to as the "Developer").

WHEREAS, Developer is the developer of a subdivision known as The Woodlands at Nottingham, which was developed in three phases, as per subdivision plats recorded among the Land Records of Carroll County, Maryland at Plat Book 46, Page 155, *etc.* (Phase One); Plat Book 48, Page 59, *etc.* (Phase Two); and Plat Book 49, Page 3, *etc.* (Phase Three) (collectively referred to as "the Subdivision"); and

WHEREAS, for each phase of the Subdivision, the Developer agreed to construct certain public improvements, and entered into a Public Works Agreement ("PWA"), respectively recorded among the Land Records of Carroll County as follows: Liber 2783, Folio 512, *etc.* (Phase One); Liber 3381, Folio 484, *etc.* (Phase Two); and Liber 4795, Folio 596, *etc.* (Phase Three) (collectively referred to as "the PWAs"); and

WHEREAS, pursuant to the Development Plans and the PWAs for the Subdivision, as well by means of agreement with the Town memorialized in minutes of

public Town Council meetings dated, among other dates, January 7, 2008 and March 2, 2015, Developer agreed to construct a walking trail (hereinafter "the Trail") on property owned by the Town, and/or property to be dedicated and/or conveyed to the Town, and partly on property dedicated or to be dedicated to the Nottingham Homeowners' Association (hereafter "the HOA").

WHEREAS, as originally planned, the Trail was going to begin at the Wastewater Treatment Plant Road at the Town's Wastewater Treatment Plant located to the Southwest of the Subdivision, and located to the Northeast of the circle at the end of Reading Court of the Twin Arch Crossing Subdivision (hereafter "the WWTP Road"), extending North traveling across the rip rap dam for a former storm water management pond (hereafter "the Former SWM Pond"), to a point South of a storm water management facility constructed as a part of a separate neighboring subdivision known as Phase One, The Fields of Nottingham on Parcel E (hereafter "the Fields Subdivision"), as reflected in the Plat recorded at Plat Book 43, Page 93, *etc.* at Page 99 (Sheet 7) (hereinafter "the Fields SWM Facility") (hereinafter collectively referred to as "Section 1 of the Trail") as roughly labeled and depicted in the diagram attached hereto as Exhibit 1; and then further extending North along the East side of said storm water management facility (on Parcel E), and then further extending in a Northeasterly direction through property owned or to be dedicated to the Town and then into property to be dedicated to the HOA extending along the East Side of the Nottingham Swim Club location, and ultimately terminating at Locksley Lane in the Subdivision (hereafter "Section 2B of the Trail"), also as roughly labeled and depicted in the diagram attached hereto as Exhibit 1; and

WHEREAS, at some point before construction of the Trail, the HOA membership voiced concern about construction and maintenance of the Trail, and a desire that perhaps the Trail should not be constructed; and

WHEREAS, in order to secure satisfactory completion of construction of the Trail, the Town held back from reduction of security One Hundred Thousand and No/100 Dollars (\$100,000.00) of the security (hereafter "the Trail and Playground Security"), which had been required for grading under the PWA recorded at Liber 4795, Folio 596, *etc.* for Phase Three of the Subdivision, consistent with agreements reached between the Town and the Developer with respect to the future construction of the Trail, memorialized in minutes of public Town Council meetings dated, among perhaps other dates, January 7, 2008 and March 2, 2015, until such time as further direction could be determined upon consultation with the HOA as to whether the HOA wanted completion of all or a part of the Trail; and

WHEREAS, the Town also currently holds a 10% contingency on the public improvements required of the Developer pursuant to one or more of the aforementioned PWAs put up by the Developer totaling \$ \$206,075.40 (hereinafter "the Contingency"); and

WHEREAS, the Town, the Developer and the HOA have reached an agreement that (1) the Developer shall *not* be required to construct Section 2B of the Trail as described above and as roughly labeled and depicted in Exhibit 1 attached, but instead (2) the Developer shall construct Section 1 of the Trail, starting from the WWTP Road and extend the Trail to the end of Section 1 as roughly depicted in Exhibit 1 in pink, with a boardwalk extending across the aforementioned rip rap dam of the Former SWM Pond,

then turning West between a wetland area and the Fields SWM Facility, and then running along the South side of the Fields SWM Facility and connecting to Longbow Road in the Fields Subdivision (hereafter "Section 2A of the Trail"), which is roughly labeled and depicted in pink in the diagram attached hereto as Exhibit 1; and (3) shall make a monetary payment to the order of the HOA in the amount of Fifty-One Thousand and Twenty-Five and No/100 Dollars (\$51,025.00), the amount estimated to be the cost to upgrade and completely replace all the playground equipment at the playground located at Kingsbridge Terrace and Crossbow Road, being a portion of Parcel F in the Fields Subdivision in a plat recorded among the Carroll County Land Records at Plat Book 46, Page 154 (hereafter referred to as "the Kingsbridge Playground"), as shown on Exhibit 1 attached hereto (hereafter "Developer's Payment for Improvements to the Kingsbridge Playground"), said payment to be expended by the HOA in its sole discretion; and (5) upon satisfactory completion, as determined by the Town Engineer upon final inspection, of Section 2A of the Trail and upon Developer's Payment for Improvements to the Kingsbridge Playground, the Trail and Playground Security shall be released by the Town and returned to Developer, and Town Staff shall at the same time recommend that the Town Council also release the Contingency.

NOW, THEREFORE, in consideration of the mutual promises and undertakings hereafter set forth, the Town and Developer do each agree with the other as follows:

1. In accordance with all applicable terms and construction standards for public improvements within the Town, as set forth in the PWAs for the Subdivision, and as per prior agreement with the Town, Developer shall with reasonable diligence construct Sections 1 and 2A of the Trail, as roughly labeled and

depicted in pink in Exhibit 1 attached hereto, and shall complete same to the reasonable satisfaction of the Town Engineer upon final inspection.

2. Developer shall be relieved from any obligation to construct Section 2B of the Trail as described above and roughly labeled and depicted in Exhibit 1 attached hereto.
3. Developer shall pay to the HOA the Developer's Payment for Improvements to the Kingsbridge Playground, which shall be expended by the HOA in its discretion, within thirty (30) days of Developer's execution of this Amendment.
4. Upon satisfactory completion of Section 1/2A of the Trail as roughly depicted in pink in Exhibit 1 attached hereto, and upon making the Developer's Payment for Improvements to the Kingsbridge Playground, the Town shall promptly and as soon as reasonably practicable thereafter release the Trail and Playground Security, and return same to the Developer.
5. The Town Staff shall recommend to the Town Council release of the Contingency at the same time that Town Staff submits recommendation for release of the Trail and Playground Security.

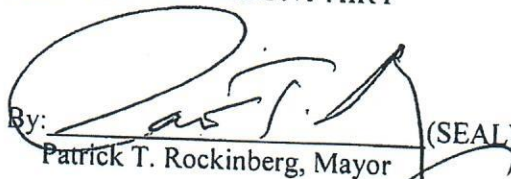
[Signatures on following pages]

IN WITNESS WHEREOF the parties have caused the Agreement to be executed
the day and year first above written.

Witness:



THE TOWN OF MOUNT AIRY

By:  (SEAL)
Patrick T. Rockinberg, Mayor

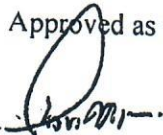
Witness:



WOODLANDS DEVELOPMENT
CORPORATION

By:  (SEAL)

Approved as to form and legal sufficiency,



Thomas V. McCarron, Town Attorney

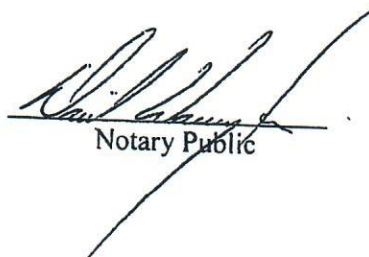
STATE OF MARYLAND
COUNTY OF CARROLL

On this 9th day of April, 2021, before me, a Notary Public of the
State of Maryland, in and for Carroll County aforesaid, the undersigned officer,
personally appeared PATRICK T. ROCKINBERG, who acknowledged himself to be the
Mayor of THE TOWN OF MOUNT AIRY, a municipal corporation, and that he, as such
Mayor, being authorized so to do, executed the foregoing instrument for the purposes
therein contained, by signing the name of said municipal corporation by himself as such
Mayor.

In witness whereof I hereunto set my hand and Official Seal.

DAVID W. WARRINGTON
Notary Public, State of Maryland
Commission Expires, 1/25/2022

My commission expires:


Notary Public

STATE OF MARYLAND
COUNTY OF CARROLL

On this 29th day of MARCH, 2021, before me, a Notary Public of the State of Maryland, in and for the County aforesaid, the personally appeared ROBERT A. SCRANTON, who acknowledged himself to be the PRESIDENT of WOODLANDS DEVELOPMENT CORPORATION, a corporation organized under the laws of the State of Maryland, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation by himself as such.

In witness whereof I hereunto set my hand and Official Seal.

Pamela Ann Walter
Notary Public

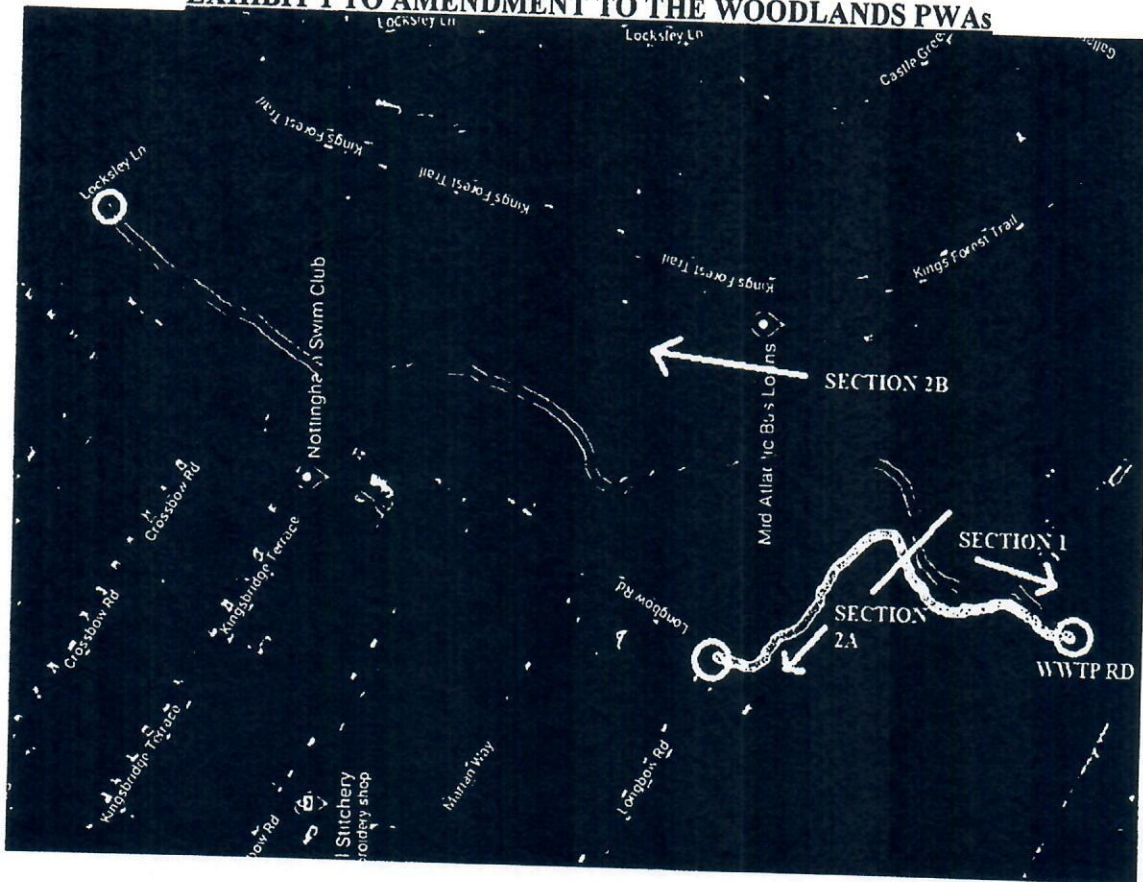
My commission expires: MARCH 13, 2025



B2474440

LR - Government
Instrument 0.01
Agency Name: town of
mount airy
Instrument List:
Agreement / Easement
Describe Other:
Ref:
Total: 0.00
04/14/2021 02:25
#14776035 CC0502 -
Carroll
County/CC05.02.03 -
Register 03

EXHIBIT 1 TO AMENDMENT TO THE WOODLANDS PWAS



mrc

Return to: Debra Clinton
Town of Mount Airy
P.O. Box 50
110 S. Main Street
Mount Airy, MD 21771

Poor Copy

EXHIBIT 1 TO AMENDMENT TO THE WOODLANDS PWAs

